



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

FRENKEL LAMBERT WEISS WEISMAN & GORDON, LLP
80 Main Street, Suite 460
West Orange, NJ 07052
973- 325-8800
File No.: 03-021039-B00
Douglas McDonough, Esq.
Attorney ID: DM0973
DMcDonough@flwlaw.com
Attorney for 21st Mortgage Corporation, Secured Creditor

Order Filed on May 22, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Case No.: **19-26760-JKS**

Chapter 13

Judge John K. Sherwood

In Re:


Jose A Lora

Debtor(s).

ORDER RESOLVING OBJECTION TO CERTIFICATION OF DEFAULT

The relief set forth on the following pages, numbered two (2) through three (3),
is **ORDERED**.

DATED: May 22, 2023



Honorable John K. Sherwood
United States Bankruptcy Court

Debtor: Jose A Lora

Case No.: 19-26760-JKS

Caption of Order: Order Resolving Objection to Certification of Default

Upon the Objection of Jose A Lora (the "Debtor(s)") to the Certification of Default of 21st Mortgage Corporation (the "Movant"), seeking relief pursuant to the Court's prior order under Bankruptcy Code section 362(d) for relief from the stay as to certain real property commonly known as 18 Woodridge Ct., Newton, NJ 07860 (the "Collateral"), and the parties having conferred and reached a resolution of this matter, and the parties having agreed to the form hereof, and the Debtor having made all post-petition payments through March 2023, it is hereby ORDERED:

1. That the Objection to the Certification of Default is sustained, as the parties herein agree that the interest of Movant is adequately protected by payment and performance as more particularly set forth hereinafter
2. That the stay shall continue against the Collateral, subject to the following conditions:
3. Beginning in April 2023, Debtor(s) shall resume making regular monthly mortgage payments.
 - a. Regular payments in the amount of \$3,470.08, which may include post-petition taxes or insurance which are being collected in on-going post-petition payments, and any additional amount as required or allowed by the Note and Security Instruments are to be paid on or before the date the payment becomes due.
 - b. Payments should be sent to:

21st Mortgage Corporation
P.O. Box 477
Knoxville, TN 37901

4. If any payments outlined in this Order, or any regular monthly payments which come due according to Movant's Loan Documents, for the life of the bankruptcy are not made within

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28 days of the date the payment is due, then the Movant may obtain an Order Vacating the Stay as to the Collateral by filing with the Bankruptcy Court a Certification of Default specifying the failure to comply with this Order.

5. That in the event relief from the stay is later granted, the Trustee shall cease funding any balance of Movant's claim and the provisions of Fed.R.Bank.P. 4001(a)(3) may be waived.
6. In the event this case is converted to Chapter 7, the Debtor(s) shall cure all arrears within ten (10) days from the date of the conversion to bring the account contractually current.
 - a. If the loan is not brought current after conversion, Movant may file a Certification of Default with the Court, Seeking relief from the stay.
7. This Order survives any loan modification between the Movant and the Debtor(s) agreed to and executed during the instant bankruptcy proceeding.
 - a. If any regular mortgage payment due after the execution of a loan modification is more than one month late, Movant may file a Certification of Default with the Court.
8. Any Certification of Default filed pursuant to the Order shall be served on the Trustee, the Debtor(s) and Counsel for the Debtor(s).
9. The Movant is awarded attorney's fees of \$250.00, to be paid directly to Secured Creditor at the address provided in paragraph 3.b., above.